

**ARIZONA STATE LAND DEPARTMENT
1616 WEST ADAMS STREET
PHOENIX, ARIZONA 85007**

**PUBLIC AUCTION SALE NO. 53-121889 AND
PERPETUAL RIGHT OF WAY NO. 16-122586**

Pursuant to A.R.S. Title 37, notice is hereby given that the State of Arizona through its Arizona State Land Department ("ASLD"), will sell at Public Auction to the highest and best bidder at 11:00 a.m. on Monday, March 7, 2022, at the Arizona State Land Department, 1616 West Adams Street, Lower Level Auditorium, Phoenix, Arizona, or another location to be announced no less than seven (7) days prior to the auction, trust lands situated in Maricopa County to wit:

LAND SALE NO. 53-121889

TOWNSHIP 4 NORTH, RANGE 4 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

PARCEL: LOT 1; M&B IN NESE, SECTION 36, CONTAINING 8.184 ACRES, MORE OR LESS.

TOWNSHIP 4 NORTH, RANGE 5 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

PARCEL: LOT 3; M&B IN LOTS 2 AND 4; SESW; SWSWSE, SECTION 31, CONTAINING 116.383 ACRES, MORE OR LESS.

TOTAL CONTAINING 124.567 ACRES, MORE OR LESS.

LOCATION: NEC OF BELL RD. & LOOP 101, SCOTTSDALE, ARIZONA

RIGHT OF WAY NO. 16-122586 (PUBLIC ROAD & UNDERGROUND UTILITIES)

TOWNSHIP 4 NORTH, RANGE 5 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

PARCEL: M&B THRU SESW, SECTION 31, CONTAINING 2.722 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 2.722 acres, more or less.

**BENEFICIARIES: PERMANENT COMMON SCHOOLS
PERMANENT COMMON SCHOOLS (INDEMNITY SELECTIONS)**

PROPERTY INFORMATION:

(A) Complete legal descriptions of Land Sale No. 53-121889 (the "Sale Parcel"), and Right of Way No. 16-122586 (the "Public Road and Underground Utilities Easement") (hereinafter, collectively, the "Subject Property") are available in their respective files.

(B) The Subject Property has been appraised at \$58,580,000.00 ("Appraised Value").

(C) There are no reimbursable improvements on the Subject Property.

(D) The complete files associated with the above-described Subject Property are open to public inspection at the ASLD, 1616 West Adams Street, Phoenix, Arizona, from 8:00 a.m. to 4:30 p.m., exclusive of holidays and weekends. Please direct any questions regarding this Public Auction to the Real Estate Division of ASLD at (602) 542-3000. This auction notice is available on the ASLD's website at www.azland.gov.

BIDDING INFORMATION:

(A) Prior to the date of auction, a prospective bidder shall perform his/her own due diligence including, without limitation, researching the records of local jurisdictions, all ASLD files pertinent to the auction and Subject Property including, without limitation, ASLD File Nos. 53-121889 and 16-122586, and files of all other public agencies regarding the Subject Property.

(B) On the date of auction, a prospective bidder, or a representative of a prospective bidder, other than the registered broker/salesperson, if any, shall attend and bid on behalf of a prospective bidder.

(C) Prior to the start of bidding, a prospective bidder shall sign an affidavit agreeing that: they have undertaken due diligence in preparation for the auction; they are purchasing the Subject Property solely upon the basis of their own due diligence and investigation of the Subject Property and not on the basis of any representation, express or implied, written or oral, made by ASLD or its agents or employees, except as set forth in writing herein; their representative is authorized to bid and bind the bidder; and they are purchasing the Subject Property AS IS.

(D) Prior to the start of bidding, a prospective bidder must show ASLD's representative a **Cashier's Check** made payable to "Arizona State Land Department" in the amount specified under Terms of Sale Paragraph (F) below. The amount of Cashier's Check shall be \$10,604,444.03.

(E) A prospective bidder who has complied with Paragraphs (A) through (D) above shall be deemed a "Registered Bidder" and may bid at the auction. ASLD shall only consider bids by Registered Bidders.

(F) The bidding will begin at the Appraised Value of \$58,580,000.00. A bid for less than the Appraised Value of the Subject Property will not be considered. Additional bidding must be made in minimum increments of \$100,000.00. Bidding will be conducted orally.

(G) The time of declaration of the highest and best bid shall be deemed the "Time of Sale". A Registered Bidder whose bid is declared the highest and best bid shall be deemed the "Successful Bidder". The amount of the highest and best bid shall be deemed the "Sale Price".

(H) To comply with A.R.S. § 37-240(B), ASLD shall require that the Successful Bidder must be authorized to transact business in the State of Arizona no later than ten (10) business days after the date of the auction.

(I) Pursuant to A.R.S. § 37-241(C), in the event of forfeiture by the Successful Bidder, the ASLD Commissioner may declare that the bid placed before the final bid accepted is the highest bid, and that bidder has five (5) days after notification by ASLD to pay by cashier's check all amounts due under Terms of Sale Paragraph (F) below.

(J) Persons with a disability may request a reasonable accommodation such as a sign language interpreter, by contacting the ADA Coordinator, at (602) 542-2629. Requests should be made as early as possible to allow time to arrange the accommodation.

TERMS OF SALE:

(A) The Subject Property shall be purchased in an "AS-IS" condition "WITH ALL FAULTS", with no representation or warranty being made by ASLD of any type or nature. ASLD makes no warranty as to the following: (i) the physical condition or any other aspect of the Subject Property, including, but not limited to, the uses to which the Subject Property may be put, the ability to construct additional improvements or modify existing improvements on any portion of the Subject Property or the ability to obtain building permits for any portion of the Subject Property, the conformity of the Subject Property to past, current or future applicable landscaping, parking, zoning or building code requirements, the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, water retention characteristics of the Subject Property, drainage onto or off of the Subject Property, the location of the Subject Property either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Subject Property or any improvements constituting the Subject Property; or (ii) the sufficiency of the Subject Property for purchaser's purposes or as to its continued operating conditions or usefulness. All implied warranties, including, without limitation, **WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**, are hereby expressly disclaimed.

(B) The Subject Property is sold subject to existing reservations, easements and rights of way.

(C) ASLD does not represent or warrant that access exists over lands which may intervene respectively between the Subject Property and the nearest public roadway.

(D) Pursuant to A.R.S. § 37-231, the State of Arizona or its predecessor in title, reserve and retain all rights and all forms of access to all oil, gas, minerals, hydrocarbon substances and gaseous substances or any other material which is essential to the production of fissionable materials as provided by the rules and regulations of ASLD and the laws of Arizona.

(E) Immediately following the Time of Sale, the Successful Bidder must sign an affidavit which states without limitation that he/she is the Successful Bidder and the amount of the Sale Price.

(F) Immediately following the Time of Sale, the Successful Bidder shall pay the following to ASLD by a cashier's check:

- 1) 15% of the Appraised Value of the Subject Property, which is \$8,787,000.00;
- 2) A Selling and Administrative Fee of 3% of the Appraised Value of the Subject Property, which is \$1,757,400.00;
- 3) Estimated Legal Advertising Costs, which are \$7,000.00;
- 4) Reimbursable Appraisal Fee to ASLD, which is \$6,500.00;
- 5) Estimated Reimbursable Costs and Expenses to ASLD of \$45,544.03; and
- 6) A Right of Way Assignment Application Fee of \$1,000.00.

The total amount due at the Time of Sale is \$10,604,444.03.

(G) Immediately following the Time of Sale, the Successful Bidder shall notify ASLD which of the following financial terms the Successful Bidder elects:

1) "The Patent Option", which requires within thirty (30) days after the date of auction payment of the following:

- a) The full balance of the Sale Price;
- b) A Selling and Administrative Fee of 3% of the Sale Price, less the amount paid under Terms of Sale Paragraph (F)(2) above;
- c) The actual Legal Advertising Costs, less the amount paid under Terms of Sale Paragraph (F)(3) above; and
- d) A Patent Fee of \$200.00; OR

2) "The Certificate of Purchase Option", which requires:

- a) Within thirty (30) days after the date of auction payment of: (i) a Certificate of Purchase Fee of \$1,000.00; (ii) an additional amount, if any, which, when added to the amount paid under Paragraph (F)(1) above, equals 15% of the Sale Price to be allocated to the principal; (iii) a Selling and Administrative Fee of 3% of the Sale Price, less the amount paid under Terms of Sale Paragraph (F)(2) above; and (iv) the actual Legal Advertising Costs, less the amount paid under Terms of Sale Paragraph (F)(3) above;
- b) Payment of simple interest accruing on the unpaid balance of the Sale Price from the date of auction at a fixed rate equal to the greater of (i) the United States Prime Rate as published in the Wall Street Journal on the day of auction, plus 0.50% or (ii) 5.50% (the "Interest Rate") [By way of example, if the foregoing rate were calculated as of December 10, 2021, the Interest Rate would equal the greater of: (i) the United States Prime Rate of 3.25%, plus 0.50% (3.75%) or (ii) 5.50%];
- c) Within one (1) year after the date of the auction, payment of an additional 46% of the Sale Price, plus simple interest thereon from the date of auction at the Interest Rate, (the "First Installment"). In consideration for the First Installment (and payment of a Patent Fee of \$200.00), Successful Bidder shall receive a partial patent for that portion of the Sale Parcel lying North of the South Right of Way line of ASLD Right of Way No. 16-105304, containing approximately of fifty-seven (57) acres, more or less (the "Partial Patent");
- d) If not sooner paid, the entire remaining balance of the Sale Price shall be due within two (2) years from the date of auction; and
- e) Except for partial patents for Rights of Way, the Partial Patent shall be the only partial patent allowed for this transaction. No portion of the down payment shall be applied towards the release payment for the Partial Patent or any partial patents issued for Rights of Way. The Successful Bidder may discharge the entire debt at any time, within two (2) years after the auction date, per A.R.S. § 37-241(G), by paying the remaining balance of the amount bid for the Sale Parcel, with interest thereon.

(H) Until the remaining balance of the Sale Price for the Subject Property, with interest thereon, is paid in full, the Successful Bidder who elects the Certificate of Purchase Option under Terms of Sale Paragraph (G)(2) above shall not:

- 1) Construct any improvements (as that term is defined in A.R.S. § 37-101, as amended from time to time) on the Subject Property;
- 2) Excavate any soil on the Subject Property; or
- 3) Deposit any fill material on the Subject Property,

without the prior written approval of ASLD, which may be conditioned or withheld in its sole discretion. These conditions shall not apply to any portion of the Subject Property for which a partial patent has been issued.

(I) When and if a Certificate of Purchase or a Patent has been issued to the Successful Bidder by ASLD, a Broker Commission shall be paid from the Selling and Administrative Fee collected by ASLD pursuant to A.R.S. § 37-107(B)(1) to a broker otherwise eligible to receive a commission under A.A.C. R12-5-413. **The Broker Commission shall be \$500,000.00.** Any portion of the Selling and Administrative Fee collected in excess of a brokerage commission paid shall be collected and retained by ASLD.

(J) If the Successful Bidder fails to complete all payments as stated in this auction notice, the Successful Bidder shall forfeit all amounts paid, which amounts shall be deemed rent for the Subject Property pursuant to A.R.S. § 37-241(C)(1).

ADDITIONAL CONDITION(S):

(A) The Patent for the Sale Parcel shall include the following conditions and restrictions: There may be Register Eligible Site or Sites located within the subject property, which could include information significant in this state's history, architecture, archaeology, or culture and may meet eligibility criteria, which the Arizona State Parks Board has established for listing on the Arizona Register of Historic Places, or which meet eligibility criteria for listing on the National Register of Historic Places. If ground-disturbing activities will or may impact one or more Register Eligible Site or Sites, patentee shall consult with the State Historic Preservation Office and otherwise take such actions as are necessary to avoid, preserve, protect, or mitigate impacts on the Register Eligible Site or Sites. In the event that avoidance, preservation and protection of the Register Eligible Site or Sites cannot be accomplished, patentee shall ensure a Data Recovery Plan is developed in consultation with and acceptable to, the Arizona State Museum and the State Historic Preservation Office, or their successor agencies, and the Data Recovery is implemented and completed prior to the Register Eligible Site or Sites being affected. The artifacts and records recovered from the subject property shall be curated according to the Arizona State Museum Conservation and Curation Standards as established in rules implementing the Arizona Antiquities Act.

If human remains are encountered during ground-disturbing activities, all work must immediately cease within 30.48 meters (100 feet) of the discovery and the area must be secured. The Arizona State Museum must be notified of the discovery. All discoveries will be treated in accordance with Arizona Revised Statutes (A.R.S. § 41-844 and A.R.S. § 41-865) and work must not resume in this area without authorization from the Arizona State Museum.

These conditions shall run with the subject property, and be binding on the patentee's heirs, successors, and assigns.

(B) The Grant for Right of Way No. 16-122586 shall include without limitation the following conditions and restrictions:

No later than two (2) years after the date of auction, the Successful Bidder shall complete construction of the Public Road and Underground Utilities pursuant to Right of Way No. 16-122586, in accordance with design standards and requirements of the City of Scottsdale.

BROKER INFORMATION:

In the event a prospective bidder is represented by a licensed Arizona Real Estate Broker or Salesperson seeking a broker commission pursuant to A.R.S. § 37-132(B)(2), it is the responsibility of both the prospective bidder and the designated broker to register with ASLD no later than three (3) business days prior to the date of auction. Registration must be submitted on the ASLD's Broker

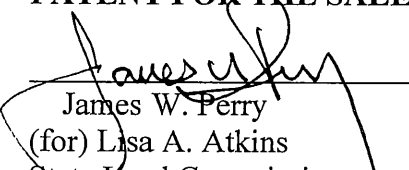
Registration/Bidder Certification form in accordance with A.A.C. R12-5-413. Original signatures of the Designated Broker, Salesperson, and Potential Bidder must all appear on one form. Facsimile copies will not be accepted by ASLD. The broker or salesperson of the Successful Bidder who has so registered with ASLD for this Auction will be required to sign an affidavit that the broker or salesperson is licensed pursuant to A.R.S. § 32-2101, et. seq., identifies his/her client as the Successful Bidder, attests the broker or salesperson has no other affiliation with the Successful Bidder other than as a procuring broker or salesperson, and that the broker or salesperson actually procured the Successful Bidder for this Auction. **Broker Registration forms will not be accepted by ASLD for Public Auction No. 53-121889 after 5:00 p.m. on Wednesday, March 2, 2022.**

GENERAL INFORMATION:

ASLD may cancel this auction in whole or in part at any time prior to the acceptance of a final bid.

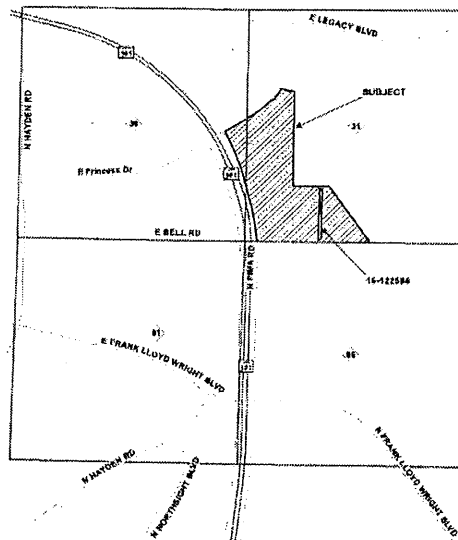
A protest to this sale must be filed within 30 days after the first day of publication of this announcement and in accordance with A.R.S. § 37-301.

THE TERMS AND CONDITIONS CONTAINED WITHIN THIS AUCTION NOTICE SHALL SURVIVE THE DELIVERY OF THE CERTIFICATE OF PURCHASE AND PATENT FOR THE SALE PARCEL.


James W. Perry
(for) Lisa A. Atkins
State Land Commissioner



12/16/2021
Date



Disclaimer: This map is designed for general overview purposes only. Unless otherwise stated all depictions are approximate. Prospective bidders should review all information in ASLD's records relating to the Subject Property and seek technical or legal advice as needed to assure the understanding of all legal descriptions, plat maps, surveys, and other documents relevant to the Subject Property. Contact ASLD, Real Estate Division at (602) 542-3000 for additional information.